

1 DAVID R. SCHWARCZ (SBN 152896)
2 KLARY E. PUCCI (SBN 202058)
3 TODD, FERENTZ, SCHWARCZ & RIMBERG, LLP
4 6310 San Vicente Blvd., Suite 360
5 Los Angeles, CA 90048

6 Phone: 323-302-9488
7 Fax: 323-931-4990

8 Attorney for Plaintiff, **CHRISTINA FULTON**

FILED
LOS ANGELES SUPERIOR COURT

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT

11 CHRISTINA FULTON, an individual,
12 Plaintiff,

13 vs.

14 NICOLAS CAGE, an individual, SAMUEL J. LEVIN, an individual, SAMUEL J. LEVIN, CPA, INC., a California Corporation,
15 LEVIN & COMPANY MANAGEMENT, INC., an unknown business entity, THE HANCOCK PARK REAL ESTATE TRUST DATED NOVEMBER 25, 1997, SAMUEL J. LEVIN as Trustee of THE HANCOCK PARK TRUST DATED NOVEMBER 25, 1997, STEVEN L. OBER, an individual,
16 COUNTRYWIDE BANK, a national banking association, AMERICAS WHOLESALE LENDER, a business entity form unknown, and DOES 1 through 120, inclusive

17 Defendants.

CASE NO.: **BC 427419**

COMPLAINT FOR DAMAGES BASED ON:

1. GENERAL NEGLIGENCE
2. BREACH OF FIDUCIARY DUTY;
3. PROFESSIONAL NEGLIGENCE;
4. INTENTIONAL MISREPRESENTATION;
5. CONCEALMENT;
6. BREACH OF CONTRACT;
7. RESPONDEAT SUPERIOR;
8. DECLARATORY RELIEF;
9. QUIET TITLE;
10. TEMPORARY RESTRAINING ORDER; PRELIMINARY INJUNCTION AND PERMANENT INJUNCTION;
11. FRAUD

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CITY/CASE: BC427419 LEA/DEF#:
RECEIPT #: CCH503057049
DATE PAID: 12/08/09 01:06:27 PM
PAYMENT: \$355.00 0310
RECEIVED:
CHECK: 355.00
CASH:
CHANGE:
CARD:

1 Comes now Plaintiff CHRISTINA FULTON (hereinafter "Plaintiff") and alleges and
2 complains against Defendants and each of them, NICOLAS CAGE, SAMUEL J. LEVIN,
3 SAMUEL J. LEVIN, CPA, INC., LEVIN & COMPANY MANAGEMENT, INC., THE
4 HANCOCK PARK REAL ESTATE TRUST DATED NOVEMBER 25, 1997, and SAMUEL
5 J. LEVIN as Trustee of The Hancock Park Real Estate Trust dated November 25, 1997,
6 STEVEN L. OBER, COUNTRYWIDE BANK, AMERICAS WHOLESALE LENDER and
DOES 1 through 120, inclusive (hereinafter collectively "Defendants") as follows:

7
8 I.

9 **JURISDICTION AND VENUE**

- 10 1. Jurisdiction and venue are proper in this Court because some or all of the claims
11 alleged herein arose in Los Angeles County and some or all of the parties were and/or are
12 residents of Los Angeles County or are doing or did business in Los Angeles County at all
13 times relevant herein, and the property which is subject to the herein claim is located within
14 the jurisdiction of this Honorable Court.
- 15 2. The amount in controversy in this matter exceeds the sum of \$25,000.00 exclusive of
16 costs and interest.

17
18 **PARTIES**

- 19
20 3. At all times herein mentioned Plaintiff CHRISTINA FULTON (hereinafter "Plaintiff")
21 was an individual residing in the County of Los Angeles, State of California.
- 22 4. Defendant NICOLAS CAGE is an individual residing in the County of Los Angeles,
23 State of California, hereinafter "CAGE".
- 24 5. Defendant SAMUEL J. LEVIN is an individual residing in the County of Los Angeles,
25 State of California, hereinafter "LEVIN".
- 26
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1 6. SAMUEL J. LEVIN, CPA, INC. is a corporation duly incorporated under the laws of
2 the State of California with its main place of business in the County of Los Angeles, State of
3 California, hereinafter "CPA".

4 7. LEVIN & COMPANY MANAGEMENT, INC., is a business entity of form unknown
5 with its main place of business in the County of Los Angeles, State of California, hereinafter
6 "MANAGEMENT".

7 8. THE HANCOCK PARK REAL ESTATE TRUST DATED NOVEMBER 25, 1997, is
8 a business entity of form unknown with its main place of business in the County of Los
9 Angeles, State of California, hereinafter "TRUST".

10 9. SAMULE J. LEVIN as Trustee of THE HANCOCK PARK REAL ESTATE TRUST
11 DATED NOVEMBER 25, 1997, is an individual residing in the County of Los Angeles, State
12 of California, hereinafter "TRUSTEE".

13 10. Defendant STEVEN L. OBER is an individual residing in the County of Los Angeles,
14 State of California, hereinafter "OBER".

15 11. COUNTRYWIDE BANK is a national banking association doing business in State of
16 California and County of Los Angeles, State of California, hereinafter "COUNTRYWIDE".

17 12. AMERICAS WHOLESALE LENDERS is a business entity of form unknown with its
18 main place of business in the County of Los Angeles, State of California, hereinafter
19 "AMERICAS".

20 13. The true names and capacities, whether individual, official, corporate, associate, or
21 otherwise, or precise participation of Defendant DOES 1 through 120, inclusive, are not known
22 to the Plaintiff herein at the time of the filing of this complaint and, therefore, these Defendants
23 are being sued by such fictitious names, and Plaintiff will seek leave of court to amend this
24 complaint to show their true names and/or capacities and precise participation when the same
25 have been ascertained. Plaintiff is informed and believes and thereupon alleges, that each
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27
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1 Defendant designated herein as a DOE was responsible intentionally, negligently, or in some
2 other actionable manner, for the events and happenings referred to herein which proximately
3 caused damages and injury to Plaintiff as alleged within this complaint.

4 14. Each Defendant named above is a natural person or a business organization whose
5 form is unknown, authorized to do and doing business in Los Angeles County, California.

6 15. Defendants, and each of them, were owners and/or possessors in control and in charge
7 of the property, and were required and had a duty to maintain it in good condition and free
8 from hazardous and dangerous conditions so as not to interfere with the public convenience
9 nor endanger persons or property.
10

11 III.

12 BACKGROUND

13 16. On December 26, 1990, Plaintiff gave birth to her and CAGE's only child, Weston
14 Copolla Cage ("hereinafter "Weston"). Plaintiff and CAGE were not married at the time and
15 despite wedding arrangements, rings and plans having been made, the wedding between
16 Plaintiff and Cage never took place.

17
18 17. After living together off and on for approximately four years, and not being able to live
19 with the mental, physical and emotional abuse inflicted upon her by CAGE, and feeling that
20 she was subjecting Weston to an unhealthy environment, Plaintiff together with Weston moved
21 out of her common residence with Cage.
22

23 18. From the time of Weston's birth to the time that Weston turned 18 years of age and was
24 removed by CAGE from Plaintiff's home, without any notice to Plaintiff, Plaintiff was the sole
25 caregiver to all of Weston's needs, whether such needs were medical, physical, mental
26 educational or in any other form.
27
28

1 19. Until on or about May of 2001, when CAGE was asked by the Family Court Judge
2 handling CAGE's and Plaintiff's support issues as to whether CAGE was providing an
3 adequate living arrangement for Weston and Plaintiff, Weston and Plaintiff were subject to
4 living without furniture and without drapes on their windows.

5
6 20. On or about May of 2001, CAGE purchased a home located at [REDACTED]
7 [REDACTED] (hereinafter "the Subject Property"). Plaintiff selected the
8 home which was to her liking. Plaintiff was told by CAGE that she could restore and decorate
9 the home to her liking as it was going to be her permanent residence and as title would be
10 transferred to her as soon as arrangements could be made.

11
12 21. The Subject Property would be transferred to Plaintiff in exchange for Plaintiff's past
13 and future full time care of Weston, and Plaintiff's giving up her acting career to be the sole
14 caregiver to Weston, as CAGE, due to his personal choice and lifestyle, was not exercising his
15 joint physical and legal custody rights.

16
17 22. After extensive renovations and remodeling, Plaintiff and Weston moved into the
18 Subject Property and Plaintiff has continued to live there ever since.

19
20 23. On or about 2009, while Plaintiff and CAGE were discussing financial matters, CAGE
21 sent an email to Plaintiff informing her that she should sell the Subject Property if she was in
22 need of money.

23
24 24. Believing that title had already been transferred to her name, Plaintiff commenced
25 discussing the sale of house with a broker based on Plaintiff's good faith reliance on CAGE's
26 representations that she could sell the Subject Property and retain all of the proceeds of such
27 sale.
28

1 25. On or about 2009 Plaintiff realized that she is not the title holder of the Subject
2 Property and Plaintiff requested that CAGE resolve the situation. CAGE responded by
3 directing Plaintiff to his business manager whom CAGE said was to deal with the transfer and
4 clarifications of title.

5
6 26. On or about September of 2009, CAGE served Plaintiff with a 60 day notice to vacate
7 the premises.

8 27. On or about November of 2009, Plaintiff commenced receiving foreclosure notices
9 from a variety of creditors in regards the Subject Property and calls from CAGE requesting that
10 she vacate the Subject Property forthwith.

11
12 **IV.**

13 **CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**
15 **(For General Negligence)**

16 **(Against Defendants Levin, CPA, Management and DOES 1-10)**

17 28. Plaintiff hereby incorporates all previous allegations in paragraphs 1 through 27 of the
18 herein Complaint.

19 29. On or about January 1, 2003, Plaintiff through Defendant Cage retained Defendants
20 Levin & Company Management, Inc. (hereinafter LEVIN & COMPANY"), Samuel J. Levin,
21 CPA, Inc. (hereinafter "CPA") and Samuel J. Levin (hereinafter "LEVIN") to provide
22 competent financial management and accounting representation to Plaintiff under the rules,
23 regulations and guidelines of licensed certified public accountant in the State of California.

24
25 30. Defendants breached their fiduciary duties to Plaintiff by failing to provide proper
26 advise and adequate representation within the standard of care for financial managers,
27 accountants and certified public accountants in the Los Angeles area.

1 31. The Defendants, among other things, failed to make payments to the Internal Revenue
2 Service and other State and Federal agencies for certain taxes including but not limited to
3 income, corporate and employment taxes and related liabilities owed by Plaintiff and Plaintiff
4 affiliated entities as Defendants represented to Plaintiff that they would do.

5
6 32. In addition, Defendants, after assuming the responsibility of receiving and making
7 payment on all credit card statements of Plaintiff, failed to adequately and competently review
8 and question the credit card statements and failed to realize and point out to Plaintiff that
9 fraudulent charges were being incurred on Plaintiff's credit cards. Such fraudulent charges
10 remain the responsibility of Plaintiff. Such charges were made by a staff member of Plaintiff
11 that was hired by Defendants without Defendants conducting a background investigation and
12 realizing that such employee had a history of misconduct.

13
14 33. Furthermore, Defendants failed to disclose to Plaintiff that a conflict in their
15 representation of Plaintiff's interests may exist due to the fact that Defendants were
16 compensated for the services rendered to Plaintiff by CAGE.

17
18 34. Because of the aforesaid negligence of the Defendants, Plaintiff has been legally and
19 proximately injured in an amount not fully calculated at this time, and which will be the
20 subject of proof at the time of trial, but presently calculated to be \$5,000,000.00 plus interest.

21 **SECOND CAUSE OF ACTION**
22 **(For Breach of Fiduciary Duty)**
23 **(Against Levin, CPA, Management and Does 11-20)**

24 35. Plaintiff hereby incorporates all previous allegations of the herein Complaint.

25 36. On or about January 1, 2003, Defendants assumed the fiduciary responsibility and duty
26 to act in accordance with the law governing the practice of financial management, accounting,
27
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1 bookkeeping and certified public accountants within the State of California and manage all of
2 Plaintiff's financial affairs.

3 37. On or about October of 2009, Plaintiff became aware that she and an affiliated
4 company are indebted to the Internal Revenue Service and other governmental entities in an
5 amount in excess of \$1,000,000.00.
6

7 38. Defendants, in breach of the duties they have assumed to perform on behalf of Plaintiff,
8 violated the procedure, their oath as fiduciaries, as well as the case law of California by failing
9 to make payment for liabilities known to exist, exposing their client to liens, exposing client to
10 credit scrutiny, exposing client to fines and penalties associated with failure to pay taxes,
11 creating liabilities without client consent and accepting compensation for services that have not
12 actually been provided.
13

14 39. In addition, Defendants failed to adequately review Plaintiff's credit card statements
15 and discover that fraudulent charges were being made. Such fraudulent charges remain the
16 liability of Plaintiff and were made by an employee of Plaintiff that was hired by Defendants
17 without Defendants conducting a background check.
18

19 40. Plaintiff is informed, believes and thereupon alleges that the Defendants, in breach of
20 their duties, knowing that certain tax liabilities were due and payable, failed to make such
21 payment on Plaintiff's behalf, and failed to inform Plaintiff that payment would not be made
22 so that Plaintiff make take remedial steps. In addition, Defendant Levin, made numerous
23 statements to Plaintiff, representing to her that any governmental entities liabilities were being
24 handled, paid for and/or has been resolved.
25

26 41. Plaintiff is informed, believes and thereupon alleges that Defendants, in breach of their
27 duties, advised Plaintiff that they have made all payments due to governmental entities and
28

1 later abandoned Plaintiff and betrayed the trust of the client by said abandonment at a critical
2 time and by refusing to inform Plaintiff of the situation that she was facing. The Defendants
3 did not take any reasonable steps to avoid foreseeable prejudice to the Client's rights.

4
5 42. Furthermore, Defendants received compensation for the services they assumed
6 responsibility to perform from CAGE, a client of Defendants for many years.

7 43. Plaintiff is informed, believes and thereupon alleges that Defendants' knowingly and
8 willingly engaged in this conflict of interest whereby Levin, CPA and Management accepted
9 remuneration from CAGE and followed CAGE's direction while at the same time represented
10 Plaintiff, who was in an adverse position to CAGE.

11
12 44. Defendants further breached their fiduciary duty by abandoning Plaintiff without notice
13 or reason right in the middle of the pending IRS claims which Defendants created and in the
14 middle of providing services to Plaintiff.

15
16 45. This willful failure to disclose certain critical information and the willful abandonment
17 of the client at a critical time constitutes a breach of their fiduciary duty.

18
19 46. The consequence was that Plaintiff is now indebted in an amount of approximately
20 \$1,000,000.00 to certain governmental entities, an amount which grows rapidly due to
21 associated penalties; various credit cards accounts in amounts over \$250,000.00; and Plaintiff's
22 credit has been damaged to the extent that it is preventing her from living a normal life.

23 47. Said conduct was willful, malicious, oppressive or fraudulent such as to justify the
24 imposition of exemplary or punitive damages in an amount to be determined upon proof at the
25
26 time of trial.

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THIRD CAUSE OF ACTION
(For Professional Negligence)
(Against Levin, CPA, Management and DOES 21-30)

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2
3 48. Plaintiff hereby incorporates all previous allegations of the herein Complaint.

4
5 49. On or about January 1, 2003, Defendants assumed the fiduciary responsibility and duty
6 to act in accordance with the law governing the practice of financial management, accounting,
7 bookkeeping and certified public accountants within the State of California.

8
9 50. On or about October of 2009, Plaintiff became aware that she and an affiliated
10 company are indebted to the Internal Revenue Service and other related governmental entities
11 in an amount in excess of \$1,000,000.00.

12 51. The Defendants, and each of them, in breach of the duties they have assumed to
13 perform on behalf of Plaintiff, violated the procedure, their oath as fiduciaries, as well as the
14 case law of California by failing to make payment for liabilities known to exist, exposing their
15 client to liens, exposing client to credit scrutiny, exposing client to fines and penalties
16 associated with failure to pay taxes, creating liabilities without client consent and accepting
17 compensation for services that have not actually been provided.
18

19 52. Plaintiff is informed, believes and thereupon alleges that the Defendants, in breach of
20 their duties, knowing that certain tax liabilities were due and payable, failed to make such
21 payment on Plaintiff's behalf, and failed to informed Plaintiff that payment would not be made
22 so that Plaintiff make take remedial steps. In addition, Defendant Levin, made numerous
23 statements to Plaintiff, representing to her that any governmental entities' liabilities were being
24 handled, paid for and/or has been resolved.
25

26 53. Plaintiff is informed, believes and thereupon alleges that Defendants, in breach of their
27 duties, advised Plaintiff that they have made all payments due to governmental entities and
28

1 later abandoned Plaintiff and betrayed the trust of the client by said abandonment at a critical
2 time and by refusing to inform Plaintiff of the situation that she was facing. The Defendants
3 did not take any reasonable steps to avoid foreseeable prejudice to the Client's rights.

4
5 54. In addition, Defendants, after assuming the responsibility of receiving and making
6 payment on all credit card statements of Plaintiff, failed to adequately and competently review
7 and question the credit card statements and failed to realize and point out to Plaintiff that
8 fraudulent charges were being incurred on Plaintiff's credit cards. Such fraudulent charges
9 remain the responsibility of Plaintiff. Such charges were made by a staff member of Plaintiff
10 that was hired by Defendants without Defendants conducting a background investigation and
11 realizing that such employee had a history of misconduct.

12
13 55. Furthermore, Defendants received compensation for the services they assumed
14 responsibility to perform from CAGE a client of Defendants for many years.

15
16 56. Plaintiff is informed, believes and thereupon alleges that Defendants knowingly and
17 willfully engaged in a conflict of interest by accepting remuneration from CAGE and following
18 CAGE's direction while representing Plaintiff.

19
20 57. Defendants have since abandoned providing services to Plaintiff without notice, and
21 without any guidance as to protecting her rights and fulfilling her duties and obligations.

22
23 58. This willful failure to disclose certain critical information and the willful abandonment
24 of the client at a critical time constitutes a breach of their fiduciary duty justifying the
25 imposition of punitive damages.

26
27 59. As a direct result of this breach of fiduciary duty Plaintiff is now indebted in an amount
28 of approximately \$1,000,000.00 to certain governmental entities, an amount which grows

1 rapidly due to associated penalties; various credit cards accounts in amounts over \$250,000.00;
2 and Plaintiff's credit has been damaged to the extent that it is preventing her from living a
3 normal life.

4 60. Because of said conduct of the Defendants, Plaintiff has been legally and proximately
5 injured in an amount not fully calculated at this time, and which will be subject of proof at the
6 time of trial, but presently calculated to be \$5,000,000.00 plus interest.

7
8 61. Said conduct was willful, malicious, oppressive or fraudulent such as to justify the
9 imposition of exemplary or punitive damages in an amount to be determined upon proof at the
10 time of trial.

11
12 **FOURTH CAUSE OF ACTION**
13 **(For Intentional Misrepresentation)**
14 **(Against Levin, CPA, Management and DOES 31-40)**

15 62. Plaintiff hereby incorporates all previous allegations of the herein Complaint.

16 63. On or about October of 2009, Plaintiff became aware that she and an unknown
17 affiliated company are indebted to the Internal Revenue Service and other related
18 governmental entities in an amount in excess of \$1,000,000.00.

19 64. Defendants, in breach of their duties, knowing that certain tax liabilities were due and
20 payable, failed to make such payment on Plaintiff's behalf, and when questioned by Plaintiff as
21 to whether her liabilities and obligations were being managed, Defendants and each of them,
22 made numerous statements to Plaintiff, representing to her that any and all liabilities were
23 being handled, paid for and/or have been resolved.

24
25 65. Plaintiff is informed and believes that Defendants, in breach of their duties,
26 intentionally misrepresented and advised Plaintiff that they have made all payments due on her
27

1 71. Defendants made such statements knowing they were false and misleading with the
2 intent to conceal the truth that Plaintiff owed over 1,000,000.00 to the IRS and government
3 related entities.

4 72. Plaintiff is informed, believes and thereupon alleges that Defendants, in breach of their
5 duties, intentionally misrepresented and advised Plaintiff that they have made all payments due
6 on her behalf and later abandoned Plaintiff and betrayed the trust of the client by said
7 abandonment at a critical time and by refusing to inform Plaintiff of the situation that she was
8 facing. The Defendants did not take any reasonable steps to avoid foreseeable prejudice to the
9 Client's rights and failed to inform Plaintiff of her actual financial condition and pending
10 liabilities.

11 73. Because of said conduct of the Defendant, Plaintiff has been legally and proximately
12 injured in an amount not fully calculated at this time, and which will be subject of proof at the
13 time of trial, but presently calculated to be \$5,000,000.00 plus interest. Said conduct was
14 willful, malicious, oppressive or fraudulent such as to justify the imposition of exemplary or
15 punitive damages in an amount to be determined upon proof at the time of trial.
16
17

18 **SIXTH CAUSE OF ACTION**

19 **(For Breach of Contract)**

20 **(Against Levin, CPA, Management, Cage, Trust, Trustee and DOES 51-60)**

21 74. Plaintiff hereby incorporates all previous allegations of the herein Complaint.

22 75. On or about January 1, 2003, Defendants were contracted by CAGE and assumed the
23 fiduciary responsibility and duty to act in accordance with the law governing the practice of
24 financial management, accounting, bookkeeping and certified public accountants within the
25 State of California and manage all of Plaintiff's financial affairs.
26

27 ///

1 76. Defendants received compensation for the services performed from CAGE, an existing
2 client of Defendants. On or about October of 2009, Plaintiff became aware that she and an
3 affiliated company are indebted to the Internal Revenue Service and other related
4 governmental entities in an amount in excess of \$1,000,000.00.

5
6 77. Defendants, in breach of their duties failed to make payment on Plaintiff's behalf for
7 liabilities known to exist, exposing Plaintiff to liens, credit scrutiny, fines and penalties
8 associated with failure to pay taxes, creating liabilities without Plaintiff's consent and
9 accepting compensation for services that have not actually been provided.

10
11 78. Plaintiff is informed, believes and thereupon alleges that Defendants, in breach of their
12 duties, knowing that certain tax liabilities were due and payable, failed to make such payment
13 on Plaintiff's behalf, and failed to inform Plaintiff that payment would not be made so that
14 Plaintiff make take remedial steps. In addition, Defendants made numerous statements to
15 Plaintiff, representing to her that any and all liabilities were being handled, paid for and/or
16 have been resolved.

17
18 79. The consequence of Defendants' breach of their duties under the agreement with
19 Plaintiff and failure to timely and adequately make payments to resolve Plaintiff's liabilities, is
20 that Plaintiff is now indebted in an amount of approximately \$1,000,000.00 to certain
21 governmental entities, an amount which grows rapidly due to associated penalties; various
22 credit cards accounts in amounts over \$250,000.00; and Plaintiff's credit has been damaged to
23 the extent that it is preventing her from living a normal life.

24
25 80. Because of said conduct of the Defendants, Plaintiff has been legally and proximately
26 injured in an amount not fully calculated at this time, and which will be subject of proof at the
27 time of trial, but presently calculated to be \$5,000,000.00 plus interest.

1 81. On or about May of 2001, CAGE purchased a home located at [REDACTED]
2 [REDACTED] (hereinafter "the Subject Property") and holds title to such
3 Subject Property under the TRUST.

4 82. Such home was selected by Plaintiff and was of her liking. Plaintiff was told by CAGE
5 that she could restore and decorate the home to her liking as it was going to be her permanent
6 residence and as title would be transferred to her as soon as arrangements could be made.
7

8 83. After extensive renovations and remodeling, Plaintiff and Weston moved into the
9 Subject property and Plaintiff has continued to live there ever since.
10

11 84. The Subject Property would be transferred to Plaintiff in exchange for Plaintiff's past
12 and future full time care of Weston, and Plaintiff's giving up her acting career to be the sole
13 caregiver to Weston, as CAGE, due to his personal choice and lifestyle, was not exercising his
14 joint physical and legal custody rights.
15

16 85. On or about 2009, while Plaintiff and CAGE were discussing financial matters, CAGE
17 sent an email to Plaintiff telling her that she should sell the Subject property if she was in need
18 of money.
19

20 86. Believing that title had already been transferred to her name, Plaintiff discussed the sale
21 of the Subject Property with a broker. On or about 2009 Plaintiff realized that she is not the
22 title holder of the Subject Property and Plaintiff requested that CAGE resolve the situation.
23 CAGE responded by directing Plaintiff to his business manager whom CAGE said was to deal
24 with the transfer and clarifications of title.
25

26 87. On or about September of 2009, CAGE and the TRUST served Plaintiff with a 60 day
27 notice to vacate the premises.
28

1 88. On or about November of 2009, Plaintiff commenced receiving default and foreclosure
2 notices related to the Subject Property and calls from CAGE requesting that she vacate the
3 Subject Property forthwith.

4 89. Defendant CAGE breached his oral agreement with Plaintiff in that he failed to transfer
5 free and clear title to the Subject Property to Plaintiff and allowed the Subject Property to
6 become subject to foreclosure.

7
8 90. Because of said conduct of CAGE and the TRUST, Plaintiff has been legally and
9 proximately injured in an amount not fully calculated at this time, and which will be subject of
10 proof at the time of trial, but presently calculated to be \$7,000,000.00 plus interest.

11
12 **SEVENTH CAUSE OF ACTION**
13 **(For Respondeat Superior)**
14 **(Against CAGE and DOES 61-70)**

15 91. Plaintiff hereby incorporates all previous allegations of the herein Complaint.

16 92. Plaintiff is informed and believes that CAGE, having been informed by LEVIN &
17 COMPANY, LEVIN and CPA and knowing that certain tax liabilities were due and payable,
18 failed to make such payment on Plaintiff's behalf, and failed to inform Plaintiff that
19 payment would not be made so that Plaintiff make take remedial steps. In addition, Defendants
20 LEVIN & COMPANY, LEVIN, CPA and CAGE made numerous statements to Plaintiff,
21 representing to her that any and all liabilities were being handled, paid for and/or have been
22 resolved.

23
24 93. Furthermore Plaintiff is informed and believes that Defendants LEVIN & COMPANY,
25 LEVIN and CPA informed and conferred with CAGE about the due and past due tax liabilities
26 and together with defendant CAGE decided to not make any payments on Plaintiff's behalf,
27
28

1 and failed to inform Plaintiff that payment would not be made so that Plaintiff may take
2 remedial steps.

3 94. Because of said conduct of the Defendants LEVIN & COMPANY, LEVIN, CPA and
4 CAGE, Plaintiff has been legally and proximately injured in an amount not fully calculated at
5 this time, and which will be subject of proof at the time of trial, but presently calculated to be
6 \$5,000,000.00 plus interest.
7

8 **EIGHTH CAUSE OF ACTION**
9 **(For Declaratory Relief)**

10 **(Against Cage, Trust, Trustee, Ober, Countrywide, Americas and DOES 71—80)**

11 95. Plaintiff hereby incorporates by reference all paragraphs of the herein Complaint.

12 96. An actual controversy has arisen and now exists between Plaintiff and CAGE, TRUST,
13 TRUSTEE AND LIEN HOLDERS as to their respective rights and duties regarding the subject
14 property. The controversy between the parties concerns but is not limited to the following:

15
16 (a) Plaintiff contends that she is the owner in fee title of the Subject Property, free
17 and clear of any claim by Defendants CAGE, TRUST, TRUSTEE, OBER,
18 COUNTRYWIDE and AMERICAS, based upon the agreement between the Plaintiff
19 and CAGE. Plaintiff is informed and believes, and thereon alleges, that CAGE disputes
20 this contention and claims that he is the sole claim, interest and title owner and holder
21 of the Subject Property.
22

23 97. Plaintiff desires a judicial determination of the respective rights and interests in the
24 Subject property, including a declaration that Plaintiff is the owner of the fee title to the
25 Subject Property free and clear of any claims of title, interest, lien, whatsoever or otherwise by
26 CAGE or any of CAGE's creditors.
27
28

1 98. A judicial declaration is necessary and appropriate at this time under the circumstances
2 in order that Plaintiff may ascertain her rights, duties and interests in the Subject Property, to
3 protect her property from the attempted foreclosure by the OBER, COUNTRYWIDE,
4 AMERICAS and to avoid multiplicity of actions.

5 **NINTH CAUSE OF ACTION**

6 **(For Quiet Title)**

7 **(Against Cage, Trust, Trustee, Ober, Countrywide, Americas and DOES 81-90)**

8 99. Plaintiff hereby incorporates by reference all paragraphs of the herein Complaint.

9 100. Plaintiff believed to be the sole owner of the fee simple title of the Subject Property.
10 The basis of Plaintiff's title is the agreement between Plaintiff and CAGE that such property
11 belonged to her personally and that Plaintiff had sole rights to dispose of such Property in the
12 event that Plaintiff saw fit.

13
14 101. Plaintiff is informed and believes, and thereon alleges, that Defendants CAGE,
15 TRUST, TRUSTEE, OBER, COUNTRYWIDE, AMERICAS and DOES 81-90 claim an
16 interest adverse to Plaintiff in the above-described Subject Property.

17
18 102. Plaintiff is seeking to quiet title against the claims of defendants CAGE, TRUST,
19 TRUSTEE, OBER, COUNTRYWIDE, AMERICAS and DOES 81-90 follows:

20
21 (a) The claims by CAGE, TRUST, TRUSTEE, OBER, COUNTRYWIDE,
22 AMERICAS and DOES 81-90

23
24 (b) The claims of the unknown defendants, specifically those additionally
25 designated as DOES 81-86, as assignees and successors of defendant CAGE, TRUST,
26 TRUSTEE, OBER, COUNTRYWIDE, AMERICAS.

1 (c) The claims of all unknown defendants described in Paragraphs above whether
2 or not the claim or cloud is known to Plaintiff.

3 103. The claims of Defendants are without any right whatever and such defendants have no
4 right, title, lien or interest whatever in the Subject Property or any part thereof.

5
6 104. Plaintiff seeks to quiet title as of May 2001 the date on which she was promised that
7 title was being delivered to her.

8
9 **TENTH CAUSE OF ACTION**
10 **(For Injunctive Relief)**
11 **(Against Cage, Trust, Trustee and DOES 91—100)**

12 105. Plaintiff hereby incorporates by reference all paragraphs of the herein Complaint.

13 106. Plaintiff believed to be the sole owner of the fee simple title of the Subject property.

14 107. The basis of Plaintiff's title is the agreement between Plaintiff and CAGE that such
15 property belonged to her personally and that Plaintiff had sole rights to dispose of such
16 Property in the event that Plaintiff saw fit.

17
18 108. Beginning on or about November of 2009, Cage commenced telling Plaintiff that she
19 needs to move out of the Subject Property because the Subject property "is going back to the
20 bank".

21
22 109. Continuing to the present, CAGE and the TRUST have wrongfully and unlawfully
23 claimed that they are the owners of the Subject Property, and that they have the right to sell the
24 Subject Property, including the interest of the Plaintiff.

25
26 110. The Defendants wrongful conduct, unless and until enjoined and restrained by order of
27 this court, is causing, and will cause, great and irreparable injury to Plaintiff in that (a)
28 Plaintiff's interest in the Subject Property is subjected to the Defendants' claim.

1 111. Plaintiff has no adequate remedy at law for the injuries threatened by the Defendants'
2 actions, and each of them, in that, the Plaintiff's fee title interest in the Subject Property is
3 unique.

4 **ELEVENTH CAUSE OF ACTION**

5 **(For Fraud)**

6 **(Against Cage, Levin, CPA, Management, Trust and Trustee and DOES 101-110)**

7 112. Plaintiff hereby incorporates by reference all paragraphs of the herein Complaint.

8 113. Plaintiff is informed and believes that Defendants obtained a Tax Identification
9 Number using Plaintiff's social security number and created an entity without the knowledge
10 and consent of Plaintiff, and created certain tax liabilities to such entity, and failed to make
11 payments for such liabilities.

12
13 114. In addition, Defendants leased or purchased a vehicle under Plaintiff's name and using
14 Plaintiff's social security number and credit without Plaintiff's consent and created a liability
15 to Plaintiff without Plaintiff's knowledge and consent.

16
17 115. Defendants represented to Plaintiff at all times that the vehicle she was driving was a
18 gift from defendant Cage for Plaintiff's birthday.

19
20 116. On or about June of 2009, Plaintiff obtained a credit report and realized that the vehicle
21 had been leased or purchased under her name.

22 117. As of May 2001 when Plaintiff was told that the Subject Property was hers, Defendants
23 CAGE, LEVIN, MANAMENT, CPA, TRUST and TRUSTEE have executed liens and have
24 withdrawn moneys for their benefit by using the Subject Property and its equity and value,
25 without the permission of Plaintiff and without informing Plaintiff.
26

27 ///

1 118. Because of said conduct of the Defendants, Plaintiff has been legally and proximately
2 injured in an amount not fully calculated at this time, and which will be subject of proof at the
3 time of trial, but presently calculated to be \$13,000,000.00 plus interest.

4
5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff prays for relief and judgment against Defendants as follows:

7 **FIRST CAUSE OF ACTION**

- 8
9 1. For general, actual and compensatory damages in an amount to be determined at
10 the trial in this matter;
11 2. For prejudgment interest on any monetary award at the legal rate;
12 3. For such other relief as the court deems proper.

13 **SECOND CAUSE OF ACTION**

- 14
15 4. For general, actual and compensatory damages in an amount to be determined at
16 the trial in this matter;
17 5. For prejudgment interest on any monetary award at the legal rate;
18 6. For exemplary and punitive damages;
19 7. For attorney's fees and costs;
20 8. For such other relief as the court deems proper.

21 **THIRD CAUSE OF ACTION**

- 22
23 9. For general, special and compensatory damages in an amount to be determined
24 at the trial in this matter;
25 10. For interest on any monetary award at the legal rate;
26 11. For attorney's fees and costs;
27 12. For such other relief as the court deems proper.

FOURTH, FIFTH, SEVENTH AND ELEVENTH CAUSES OF ACTION

- 13. For general, special and compensatory damages in an amount to be determined at the trial in this matter;
- 14. For prejudgment interest on any monetary award at the legal rate;
- 15. For exemplary and punitive damages;
- 16. For the imposition of a constructive trust for the benefit of Plaintiff upon all funds, assets, revenues and profits Defendants receive from their respective business;
- 17. For attorney's fees and costs;
- 18. For such other relief as the court deems proper.

EIGHTH, NINTH AND TENTH CAUSES OF ACTION

- 19. A judicial determination ascertaining the rights of the parties as to title to the subject Property;
- 20. Quiet Title as to the Note and Deed of Trust related to the subject Property;
- 21. For such other and further relief as the Court may deem just, proper and equitable including without limitation the imposition of an injunction restraining the sale, transfer, hypothecation of the Subject Property.

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ALL CAUSES OF ACTION

- 22. For reasonable attorneys' fees as warranted;
- 23. For pre judgment interest; and
- 24. For such other and further relief as the Court may deem just and proper.

Dated: December 7, 2009 **TODD, FERENTZ, SCHWARCZ & RIMBERG, LLP**

By: 
David R. Schwarcz
Attorneys for Plaintiff **Christina Fulton**



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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all causes of action, with the exception of the equitable causes of action.

Dated: December 7, 2009

TODD, FERENTZ, SCHWARCZ & RIMBERG, LLP

By: 

David R. Schwarcz

Attorneys for Plaintiff **Christina Fulton**

